

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE 1 OF 18 PAGES
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 25 Jul 00	4. REQUISITION/PURCHASE REQ. NO. 0NW01PR	5. PROJECT NO. <i>(If applicable)</i>	
6. ISSUED BY CODE	SP4400	7. ADMINISTERED BY <i>(If other than Item 6)</i>	CODE	
DEFENSE REUTILIZATION AND MARKETING SERVICE FEDERAL CENTER, ATTN: DRMS-TPHD 74 NORTH WASHINGTON AVE. BATTLE CREEK, MI 49017-3092				

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NO. SP4400-00-R-0016
	X	9B. DATED <i>(SEE ITEM 11)</i> 08 Jun 00
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED <i>(SEE ITEM 13)</i>
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

See attached.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this amendment is to answer questions from potential offerors and incorporate corrections/changes to the solicitation. The questions and corresponding Government answers (**in boldface**) are as follows:

1. In reference to the CLINs concerning remote transportation the unit of each is not defined. Will “each” mean drum, 20 ft. container, 40 ft. container, per hazard class, each trip, etc.?

“Each” means each round trip for remote transportation CLINs.

2. Description C.49 c. references that a sample DRMS form 1930 is provided at Attachment VI. Attachment VI is actually Gas Cylinder Waste Code CLIN Selection Criteria. Will a sample Form 1930 be provided for review?

A sample DRMS Form 1930 has been added as Attachment XII. C.49 and Section J are adjusted accordingly via this amendment.

3. RE: CLINs 0882-0885 Can the DRMS provide a more accurate number for the Acetylene Cylinders for the one-time pick-up required in the base year pricing? Will the DRMS consider 2 different submittals for these cylinders; the first would be for cylinders with functional valves and the second for cylinders with non-working valves that would need replacement/require special shipping criteria?

CLINs for a one-time Acetylene cylinder disposal action with specified minimum quantities have been added to Section B via this amendment, with corresponding C.210 added.

4. Will CLIN 6601 always be ordered prior to/in conjunction with all cylinder delivery orders?

No.

5. RE: CLIN 6609EA Please clarify/specify exactly how many hours the contractor will be required to work at DRMO Anchorage and DRMO Fairbanks.

No one can specify the exact number of hours required for these services at this time, but anticipated hours have been revised in Section B and the pertinent Section C clause via this amendment.

6. While on-site at DRMO Fairbanks, there was discussion regarding the contractor being allowed to use the office space in the HAZMAT storage area on a permanent basis. Can the contractor use this office space to house no more than 2 employees? If yes, what is the government willing to provide (electricity, water, parking space, etc.)?

Yes, and electricity, parking space, an office with two desks are provided.

7. RE: CLIN 6609EL Please clarify/specify that for a normal week when this CLIN is ordered: Is 1 technician required 40 hours a week, plus 1 additional technician for 16 hours, plus 1 truck driver/operator for 16 hours a week for a total of 72 hours a week? Or, if any labor is required over 40 hours will CLINs 6609EM and 6609EN be ordered?

The interpretation expressed in the first question is correct. In regards to the second question, CLINs 6609EM and/or 6609EN would be ordered for hours needed beyond the total weekly hours indicated.

8. RE: CLIN 6609AB Some of the data required for the submittal of the biennial report, specifically 40 CFR, Part 262.41(6)-(7), Part 264.75(g)-(i), and Part 265.75(g)-(i), is not readily available to the contractor. Will this information be provided to the contractor by the generator in order to prepare the complete report? If not, what specific reporting requirements described in these sections of 40 CFR is the contractor responsible for?

Yes, the information will be provided as necessary.

9. RE: CLIN 7991 According to 40 CFR part 761.215, generators are required to submit a One Year Exception Report to the EPA for PCB items with over twelve (12) months between the out of service date and the delivery order removal date. Will this report be submitted by the generators?

If required, the contractor will prepare the report for the generator.

10. RE: CLIN 9204AT Clause C.71 states that drained or broken batteries will be disposed of under CLIN 9404AT for mercury contamination. There is no 9404AT CLIN listed under the Toxicity Characteristics Wastes in the Bid schedule. Please further clarify that CLIN 9204AT Aton Batteries will not be ordered in conjunction with CLIN 6630MM Surcharge for Disposal of High Level Mercury.

Only 9404AT is anticipated for this contract and the bid schedule and C.71 have been changed accordingly, including language that batteries will not be ordered in conjunction with the surcharge CLIN.

11. RE: CLIN 6609NG This offerer proposes this CLIN be based on one site assuming two (2) eight-hour work days for two technicians including travel time. The coincidence of three sites within close proximity requiring management services at the same time seems unlikely. We would be able to offer a more accurate price estimate if this CLIN is more clearly defined in terms of numbers of sites to be visited.

The number of sites has been revised to one (1) in C.84 via this amendment.

12. RE: CLIN 6612 What is the criteria for determining the unit of measure, "12 each"? Is there a specific drum count or hour estimate?

C.66 has been revised via this amendment.

13. Which sites on this contract consistently require the contractor to provide a forklift?

All Army sites and the contractor should be prepared to provide at any other site within reason (ie. not all remote sites).

14. Which sites will require a crane rental to load/offload rolloffs and 20/40-ft dry containers (seavans)?

This is possible at major sites such as, but not limited to, Elmendorf AFB.

15. Please provide a copy of the Base Confined Space Entry Requirements for tank cleaning at Ft. Wainright and other locations.

These will be provided during performance as required and are not necessary at this time, contractor can expect requirements similar to those of other Government and commercial tasks of this nature.

16. What wastes streams on the current DRMO Alaska contract have been excluded from this DRMS contract? Please specify those waste streams.

DRMS is not aware of wastes on the current contract being excluded on the proposed new contract.

17. It appears when comparing historical data from delivery orders on the present contract versus estimated quantities on this RFP that majority of HIN quantities are in many cases double or triple the historical quantities (excluding HIN 7029CH). Do the estimated quantities in the solicitation reflect any additional wastes not presently be removed under the current DRMO Anchorage contract? If so, please identify these wastes (HIN + waste stream) and their estimated quantities. Is base activity / waste generation expected to significantly increase? If not, please explain this variance.

All quantities are based on generator's input and historical ordering trends. DRMS is unable to comment on alleged overestimation(s) without specific CLINs (but see certain specifics in questions to follow).

18. CLIN 9407 - What is the basis for the estimated quantity? It's apparent from the large estimated quantity that this volume was derived from a known source? Please provide detailed information on this known source, i.e. description of waste stream(s), EPA Waste Codes, location, profile, analytical, etc. Historically, this has been very light weight construction debris, wood, windows, piping, etc. Is this waste stream expected to continue?

See above answer for the basis and the waste is expected to continue. The details requested are beyond what can be included for specific wastes in a solicitation of this magnitude. The information is available through FOIA and was available upon solicitation issuance on 08 Jun 00, it was/is also available during the preproposal conference/site visits.

19. CLIN 9407CD - What is the basis for the estimated quantity? Its apparent from the large estimated quantity that this volume was derived from a known source? Please provide detailed information on this known source, i.e. description of waste stream(s), EPA Waste Codes, location, profile, analytical, etc.

See above answer.

20. Does CLIN 9407 and 9407CD include disposal of any waste exhibiting waste codes D012-D043? If so, the added cost(s) associated with transporting and disposing of this type of material significant and needs to be in a class by itself. It is unreasonable for the government to assume that the cost associated with transportation and disposal of soil contaminated with lead (D008) is the same as soil contaminate with benzene (D018). The treatment of D008 soil is stabilization followed by landfill, a relatively low disposal cost in comparison to treatment of D018 soil which generally requires incineration to remove the contaminants, a significant higher disposal cost. To provide a weighted cost average of the two is impossible since no historical data is available and DRMS does not provide detailed estimated quantities based on waste stream. Please add specific sub-CLIN(s) for D012-D043 waste stream.

DRMS is unable to make this change at this time.

21. Clause C.15, F.4: Shipping paperwork is due to the COR five business days prior to removal of waste. On site work must be scheduled five calendar days prior to commencement. According to F.4, removal time frame is 20 days from the date of issue of the delivery order. Counting back from 20 days there is only 5-8 days to successfully QC waste, verify paperwork, resolve discrepancies (HIN changes), research waste, profile waste and prepare all of the shipping documentation. Suggest either removal time-frame be increased to thirty (30) calendar days or, shipping paperwork be due to the COR 3 business days prior to removal of waste.

C.15 has been revised to three (3) business days via this amendment.

22. Clause C.15: What is the time requirement the contractor must turn in shipping documents to the DRMO for 3, 5, 7, 10, and 15 day removal expedites?

C.15 has been revised with the timeframes via this amendment.

23. Clause C.29: Expedites ordered which include weekend days and holidays may require work to be scheduled on Saturday, Sunday or Holidays. (i.e. a 3 day expedite issued on a Thursday would require work on Saturday or Sunday. Can the expedites be listed as “business days” rather than “calendar days”?

No.

24. Clause C.36 - This offeror is requesting that DRMS change the small container definition to read “ that has a capacity of 5 gallons or less”. This better reflects the true cost associated with processing small containers. This definition has been used on other DRMS contracts.

Sorry, not on this one.

25. Clause C.36 – small container CLIN not used if no additional handling by the Contractor. How will this be determined?

This language coming into effect would be unlikely, but it remains in the event the contractor identifies the additional handling would not be necessary and would like to provide the service at a lower price to their customer.

26. Are triwall boxes (approx. 3’ x 3’ x 3’) considered a ‘bulk” HIN or “containerized” HIN?

DRMS can not answer based on the information provided, factors such as content and weight will determine CLIN selection IAW Attachment V.

27. Clause C.45(a) – Why is pumping/bulking of drums into a vac-tank or ISO not allowed at Elmendorf AFB, this has historically been allowed? Will this be allowed at Elmendorf?

The clause was tailored at the request of the generator(s) and remains as is.

28. Clause C.45 – Please clearly define consolidation / 10-day transfer activity at Ft. Wainwright as it was briefly discussed during the Pre-Conference meeting.

The contractor may utilize the DRMO Fairbanks facility for consolidation/transfer of other wastes under this contract, consistent with the facility’s permit limitations. In the event of a capacity (or other) issue which results in a potential conflict with storing Ft. Wainwright wastes with other installations’ wastes, Ft. Wainwright takes precedence and the contractor is required to secure other means to handle the wastes from other installations.

29. Clause C.46(a) – Can rinsate/cleaning of waste be listed on the manifest as the generator's waste since it contains residues of the generator's waste?

No, see C.46(b).

30. Clause C.46 – Contractor should be provided access to the pipes in order to accomplish cleaning of ancillary piping, etc. Will the government remove sump pumps and other attachments to the pipes so contractor can get access to the piping?

The Government will not remove sump pumps, access issues/problems have to be handled on a case by case basis and can not be completely anticipated at this point. Reasonable access will be provided and reasonable efforts/cooperation is expected of all parties in resolving any issues of this nature.

31. Clause C.46 – Will clean water be available on site for contractors use?

A suitable water source is anticipated, but can not be guaranteed due to weather and possibly other factors.

32. Clause C.50 – Requires initial placement of containers within 5 calendar days. Due to the unavailability of rollofs in Alaska this is an unreasonable time-frame to meet. In order to provide a savings to the Government, we are requesting that initial placement of containers be increased to 20 calendar days.

The required days for initial placement is changed to ten (10) days in C.50 via this amendment.

33. CLINs 6615ZA refer to 10 cubic yard storage containers. Please clarify the usage of these containers. Will these containers be used for storage/hauling of hazardous items? To our knowledge they do not make 10 cubic yard storage containers that meet water and possibly rail requirements.

Generators requested this service but if it turns out they indeed do not exist, the requirement can be amended/modified at a later date.

34. Clause C.50(c): Contractor cannot cover own costs accrued if rental stops on the day the delivery order for disposal is issued. Rental should continue until the FOB date of disposal delivery order or the date of shipment, whichever is less.

The coverage has been used successfully on a variety of contracts and will not be changed at this time.

35. Clause C.50(f.) – Please identify the known location for placement of the covered hopper car.

Ft. Richardson has been identified, with placement as close as possible to the necessary site. Other sites are possible where railway access exists, but the contractor is not expected to construct new railways as part of this contract.

36. Clause C.53.1 – RECYCLING VIA ENERGY RECOVERY: What mechanism is in place that verifies accurate HIN selection by the government? Will the government provide analytical results verifying the material meets the proper HIN selection parameters, i.e. BTU, % H₂O?

C.72 is the mechanism for pursuing a CLIN change for recycling items. The government's basis for CLIN selection will be provided if the CLIN assignment is questioned/contested.

37. Clause C.55 – RECYCLING OF SOLVENTS AND ANTIFREEZE: What mechanism is in place that verifies accurate HIN selection by the government? Will the government provide analytical results verifying the material meets the proper HIN selection parameters, i.e. % recoverable product, etc.?

See the answer to the previous question.

38. Clause C.55 – RECYCLING OF SOLVENTS AND ANTIFREEZE: What if the solvents / antifreeze do not meet the requirements identified in this clause? Please include language similar to C.53.1(c) should material not meet recycle parameters.

See the answer to the previous question.

39. Clause C.55 – RECYCLING OF SOLVENTS AND ANTIFREEZE: Return of antifreeze after recycling will only increase cost. Suggest to drop the return requirement.

This capability exists within the state of Alaska as generators have had it accomplished through non-DRMS contracts in the past.

40. Clause C.55 – RECYCLING OF SOLVENTS AND ANTIFREEZE: Return of antifreeze to remote locations is impractical since waste removed from the remote locations is typically transported directly to the lower 48 states. The cost to recycle it then transport back will cost several thousands of dollars making it impractical for the generator and impossible for a contractor to accurately price and recover his/her cost. Suggest to drop the return requirement.

It is anticipated that only major generators will utilize this service.

41. Clause C.55 – RECYCLING OF SOLVENTS AND ANTIFREEZE: When would the contractor be able to invoice for this service under the current language in the contractor? Upon proof of the antifreeze is recycled? Or, upon return of the antifreeze to the generator? What mechanism does DRMS have in place or anticipate as showing evidence of return of the antifreeze? Suggest to drop the return requirement.

G.11 has been revised accordingly.

42. Clause C.71, CLIN 9204AT – This offeror is in agreement with the interpretation provided in this clause that drained, crushed or broken ATON batteries recovered from the ocean bottom satisfy the definition of debris under 40 CFR 268. However, it is our understanding from USEPA and our experience with the landfills that “undrained or intact batteries”, as described in this clause, are considered “containers” and therefore are excluded from the definition of debris. Therefore it’s required by EPA CFR 268 that all undrained or intact ATON batteries with > 260ppm Hg be recycled through retorting or roasting, i.e. RMERC, not landfill under the debris rule. Please remove CLIN 9204AT from this requirement since it cannot legally be performed.

CLIN 9204AT has been deleted and 9404AT has been added via this amendment.

43. Clause C.73 TRANSPORTATION – Please define each as it pertains to CLIN 6610__. Is one each issued per delivery order, or is one each issued per truckload of waste removed. For example, Kodiak issues a single delivery order for removal of waste. To remove this material requires three separate shipping containers due to weight and segregation requirements. Is DRMS going to issue one each of CLIN 6610 or three each of CLIN 6610? Please explain.

One each to compensate for field team transportation to and from, shipping costs such as containerization are not separately priced (ie. included in the disposal CLIN price(s)).

44. Clause C.73 TRANSPORTATION – Shipping firms charge significantly higher rates to transport PCB related items from mainland Alaska versus other hazardous items, regardless of the quantity shipped. This offeror suggests that the following separate transportation CLIN should be added to the solicitation to compensate for the added cost to transport PCB related wastes from mainland Alaska. In this manner, all offerors would be able to recover their added transportation cost whenever PCB’s had to be shipped while keeping CLIN disposal prices at a reasonable level for the majority of the other waste. Similar CLINs have been added to the remote pickup locations, however, there is no relief for PCB waste being removed from non-remote locations.

CLIN	SERVICE/SUPPLIES	UNIT
6610P X	Transportation surcharge for PCB wastes removed from Non-remote locations (see clause C.210)	ea

C.210 TRANSPORTATION FOR THE REMOVAL OF PCB WASTES

CLIN 6610PX will be ordered if PCB wastes (7000 series) are to be removed on a delivery order. One each will be ordered per delivery order.

DRMS is unable to incorporate this suggestion at this time.

45. Clause C.73 and F.4 REMOVAL – Due to the time and complexity in mobilizing & removing waste from the remote locations, this offeror is requesting that the removal time-frame for remote locations be increased to, “... within thirty (30) calendar days ...”. Please respond and / or amend.

The affected generators require a twenty (20) day standard removal.

46. Clause C.74 – What method is used to assign a CERCLA (CD) HIN?

Generator assigns based on user knowledge.

47. Clause C.74 – Please identify the known CERCLA sites, for each installation.

The exact sites are not available but are not necessary for performance or submitting offers. The wastes will be turned into the normal sites serviced under the contract.

48. Clause C.76 – Are biennial reports due within 20 days after issuance of a written delivery order, or are reports due by February 10th?

Within 20 days after issuance, with the Government responsible for ordering in sufficient time or adding an appropriate expedite CLIN.

49. Clause C.77(5): Define minor clean-up. Understand it to mean a spill that can be cleaned up manually with hand tools and shovels? Is post clean-up sampling required?

Spill is as described in the clause, post clean-up sampling is not required.

50. Clause C.77(a) states, “ The contractor shall be responsible for managing one permitted waste facility at each DRMO, ...”. This paragraph further states, “Work will be accomplished on an as-needed basis at the direction of the COR.”. Work is estimated to be only 24 hrs per week at DRMO Anchorage and 1 hr per week at DRMO Fairbanks. A contractor cannot assume responsibility of managing a permitted waste facility if the government cannot commit to a full-time position for each of the DRMO’s. Please change this requirement to identify one-full time position (40 hrs per week), or remove the statement, “... contractor shall be responsible for managing one permitted waste facility...”.

C.77 has been revised accordingly via this amendment.

51. Clause C.77(b) – It is unclear to when and between what hours these services are required. Please clarify.

Anticipated days are provided in C.77, normal business hours are anticipated.

52. Clause C.83(a) - It is unreasonable to expect an environmental technician to perform waste management duties as well as computer software support/troubleshooting. Software support should be listed as a separate line item so a trained computer programmer would be hired for this work. Will training be provided on the set up and use of Elmendorf’s computer system?

Training will be provided for Elmendorf specifics and the support/trouble shooting is not on the software itself, it is on the data (ie. inventory discrepancies). The clause has been revised accordingly via this amendment.

53. Clause.83(a)- What mechanism is in place to compensate the 40 hr on-site Environmental Technician for overtime should he/she not be able to accomplish all task assignments within the 40 hour time frame. For example, if ten drums are turned in on a Tuesday afternoon at 3:00 p.m. these drums need to be profiled, keyed in the system, labeled, marked, and placed in proper storage prior to leaving because any unmarked containers will be subject to fines by EPA, state and local entities. Therefore, it is possible for a person to put overtime and at this time there are no provision to compensate the contractor. Please respond and/or amend.

Overtime is not anticipated and if it later becomes necessary, a contract modification can be pursued.

54. Clause C.83(a)- What mechanism is in place that would determine if / when additional personnel are needed to accomplish the tasks required by the one 40 hr environmental technician?

Appropriate Government personnel (COR, COTR) will make the determination.

55. Clause C.83(b) – besides CFR training requirements are there other training requirements such as operating various material handling equipment, local training requirements, or other requirements related to the part B facility? If so, please identify those.

Operating standard material handling equipment is expected, other requirements beyond CFR training requirements have not been identified.

56. CLINs 6609AA, 6609AB, 6609EA, 6609EB, 6609EM, 6609EN – Please clarify that “hr” in the Bid Schedule refers to “man-hours”.

Yes, it means one hour by one appropriate contractor individual.

57. The attached Wage Determination sheet does not contain the area for which services are to be performed – Alaska. Please provide an up-to-date Wage Determination sheet to be used on this contract for Alaska.

The solicitation issued on the WWW specified that this was available upon request to the Contracting Officer.

58. Clause C.84: What specific tasks are included in the AK ARNG management services? (i.e. packaging, completing 1348's, waste profiling). This clause further states that “...these items can be brought back to the DRMO...”. Will these waste be transported by the contractor? Please verify. If so, transportation rates and modes will vary between the sites listed. Will the appropriate transportation CLIN (6610??) be ordered in association with the 6609NG? This transportation CLIN should be exclusive of the minimum charges clause and apply per pickup site.

C.84 is intended to cover the additional cost of servicing the affected sites if the designated minimum is not met, standard packaging and documentation etc. is included in disposal line item prices. If other management services, ie. completing 1348s etc. become necessary, the appropriate CLIN will be added to the Delivery Order. Additional transportation (CLIN 6610__) will not be ordered.

59. Clause C.84, paragraph (a.)(c.)(d.), states CLIN 6609NG is for servicing at least one but not more than three applicable sites. With over 76 facilities that may be serviced through out remote areas of Alaska, its impossible for a contractor to develop a reasonable cost thus price for this item. One each of CLIN 6609NG must be limited to only one applicable site per delivery order. In addition, since cost to mobilize and transport to many of the remote ANG locations is significantly higher than other work located in and around Anchorage / Fairbanks this CLIN should not be a minimum charge, whereby the delivery order amount is deducted from the CLIN amount, but should be a surcharge, similar to the remote USCG CLINs 6610. This would be a more appropriate method for a contractor to recoup its added fixed cost. Please respond and or amend.

C.84 has been revised via this amendment.

60. Clause C.85 (c.) – Return of soil after burning will only increase cost. Suggest to drop the return requirement.

The generators require this service, the clause remains as is.

61. Clause C.85 – When would the contractor be able to invoice for this service under the current language in the contractor? Upon proof of the soil received at the soil remediation facility? Or, upon return of the soil to the designated site? What mechanism does DRMS have in place or anticipate as showing evidence of return of the treated soil?

G.11 has been revised accordingly via this amendment.

62. Clause C.85 – It is our understanding that several of the large installations, i.e., Fort Wainright, Ft. Greeley, Ft. Richardson, have current contracts directly with local soil burners for thermal remediation of soil. Will these contracts continue or will all soil requiring thermal remediation be turned into DRMO? What is the determining factor used in deciding if the soil will be issued under this DRMO contract or the other contract the installations currently have directly with the soil burners?

As this is an indefinite quantity contract, generators are not required to utilize it as long as the guaranteed minimum is met and may continue other contractual vehicles. Offerors are encouraged to provide the best service at the best possible prices to preclude the customers from going elsewhere.

63. Clause C.85 and H.5 - Transporters in Alaska that have the necessary equipment to efficiently transport this waste do not have, nor are required to carry a OMC rating. In order to properly service the installations and provide a reasonable price for this service, we are requesting that DRMS make an exception for this CLIN (9907TR) and remove the requirement for the transporter to provide a “satisfactory” OMC rating.

If this point can be proven during contract performance, DRMS can add transporters as necessary for this contract only.

64. Clause C.86 – What types of wastes will be burned in the energy recovery facility?

Non-liquids with flashpoints over 100 degrees F. are anticipated.

65. Clause C.88 DRUM/CONTAINER; CLIN 6609DP: Will government supply drum crusher?

No, the service is required at installations other than Elmendorf AFB, which will provide the crusher but anticipates utilizing it under their management services coverage.

66. Clause C.88 DRUM/CONTAINER; CLIN 6609DP: Clause does not indicate that the drums will be RCRA empty. Please verify that the drums to be processed will be considered RCRA empty containers.

Yes, they will be considered RCRA empty.

67. Clause C.88 DRUM/CONTAINER; CLIN 6609DP: What known location has requested these services?

It is possible at any major site but note revision in following question and note that Elmendorf AFB will accomplish via C.83 services using their drum crusher.

68. Clause C.88 DRUM/CONTAINER; CLIN 6609DP: Because of the cost and challenges to mobilize equipment to the remote locations, use of CLIN 6609DP should be restricted to sites serviced by the Alaskan Highway only.

Clause has been revised via this amendment.

69. Clause C.88 DRUM/CONTAINER; CLIN 6609DP: How many times a year is crushing expected to occur?

New service with estimates provided by weight. Revisions to clause via this amendment address access and minimum weight to address this concern.

70. Clause C.88 DRUM/CONTAINER; CLIN 6609DP: How many pounds of containers are typically ordered per each occurrence?

A new service to this contract so historical information is unavailable.

71. Clause C.88 DRUM/CONTAINER; CLIN 6609DP: Rinsate/cleaning residues generated during the cleaning process are government derived wastes and should not be the responsibility of the contractor. Will the rinsate/cleaning residues be allowed to be turned into the DRMO for disposal?

The clause states this is the contractor's responsibility and should be included in the offered price.

72. Clause C.88 DRUM/CONTAINER; CLIN 6609DP: Are there any specific requirements for turn-in of scrap to DRMO's Scrap yard, i.e 1348, etc.

After crushing the generator is responsible for turn-in documentation.

73. Clause C.88 DRUM/CONTAINER; CLIN 6609DP: Will DRMO provide the contractor with a suitable location to perform drum crushing? How far are these locations from the scrap yard?

The generator will provide the area and all the possible distances from the scrap yard can not be determined at this time. Note the clause does not require transport to the DRMO.

74. Clause C.88 DRUM/CONTAINER; CLIN 6609DP: Will there ever be a case that a location may not have a scrap yard on site? How will the crushed containers be processed?

Not anticipated, see above answer.

75. Clause C.88 DRUM/CONTAINER; CLIN 6609DP: As a savings to the government a minimum order quantity of at least 5,000 pounds per order should be included in this cost to cover the cost for the contractor to lease and mobilize the required equipment. Without a minimum delivery order amount the contractor could be required to lease and mobilize this equipment for only 50 pounds of material, thus making it impossible for a contractor to recoup his fixed cost. Please respond and, or amend.

Clause has been modified accordingly via this amendment.

76. Clause C.206 – Last sentence states that cylinders may have either a valve or a plug. How can you sample a cylinder with a plug? How do you put the plug in?

This was developed based on industry standards, has been used, and is being used successfully on a number of contracts. The clause remains unchanged.

77. Many compressed gas facilities do not have, nor are required to have, the regulatory oversight, permitting requirements, and/or financial assurance requirements that RCRA facilities have. How will DRMS apply H.5 and H.6 requirements? What exception will be granted to gas cylinder facilities? Please provide DRMS policy and/or position for acceptance of non-RCRA recycling and processing facilities such as those used for compressed gasses.

Several facilities meet the current H.5/H.6 requirements, no changes are anticipated.

78. Clause C .202(f)(2) refers to smelting of emptied cylinders. We note that the existing DRMS qualified Facilities list does not include any smelters. Likewise requirements of C.202(f)(2) and H.5 while applicable for hazardous waste firms, is beyond the industry practices for smelters. What are the tracking requirements for emptied cylinders? Certificates of destruction are not provided by smelters. Would it be sufficient for the facility which received or emptied the cylinders to verify that the empties were shipped to a smelter? Likewise, the requirements of H.5 should not apply to a smelter since they are receiving a product of value - not a waste. Is this correct?

Smelting is just one option mentioned. Once cylinders are rendered non-RCRA the tracking stops at that facility.

79. Clause F.4 – Twenty (20) day standard removal time frame will decrease load weights and increase costs. Suggest return to standard thirty (30) day removals.

Twenty (20) day standard removal is required due to changes in permitted Government storage timeframes.

80. CLIN 9904MB is referenced in both C.54 – Mercury Batteries and C.63 – Magnesium Batteries. Which one is correct?

C.54 is correct, C.63 is removed via this amendment.

81. Clause C.62 – Recycle Alkaline Batteries - Legitimate recycling of zinc from Alkaline batteries (CLIN 9904AB) is not available at this time. The small estimated quantities on the solicitation make it uneconomical to recycle these batteries even if an option was available. I suggest this requirement be removed.

Recycling of this item is currently being performed, requirement remains as is.

82. Clause C.63 – Recycle Magnesium Batteries - Legitimate recycling of magnesium batteries is not available at this time. The small estimated quantities on the solicitation make it uneconomical to recycle these batteries even if an option was available. I suggest this requirement be removed.

The clause has been deleted via this amendment.

83. With what volumes are the MBA and Socioeconomic plans to submitted with?

L.52 has been revised via this amendment.

84. L.49 – How will the Technical Proposal be evaluated?

As described in M.9 of the solicitation.

85. Absorbents/Pads/Filters with Fuel & Benzene:

HINs 9102, 9102RR (D001, D018), and 9404 (D018) consist primarily of light weight Absorbants/Pads/Fuel Filters contaminated with Fuel and Benzene. Are these waste streams expected to continue?

This material is extremely light weight and consequently expensive to transport and dispose. Since this is a large waste stream and has a higher than average cost, lumping them into a broad category would force generators with readily handled wastes to pay unreasonable higher prices. Because the generators would be forced to pay the higher price for readily handled wastes, and because this is an Indefinite Quantity contract, generators are more likely to pursue other disposal options outside the DRMS contract for the readily handled wastes thus leaving the contractor with only the undesirable, high cost, Absorbant/Pads/Filter waste to remove.

To prevent this from occurring, this offeror would like DRMS to consider adding sub-CLINs specifically for these waste categories:

HIN	DESCRIPTION	UNIT
9102AB	Containerized Liquids, Absorbents/Pads/Filters with Fuel	LB
9404AB	Containerized Solids, Absorbents/Pads/Filters with Fuel & Benzene	LB

This will reduce the cost averaging that must occur and allow for more cost realism for the other waste streams within these HINs. Please respond and / or amend.

The waste streams are expected to continue, the suggestion can not be pursued at the present time.

86. Drum crushing CLIN should reference the drums will be RCRA empty.

Potential offerors are hereby informed that the drums will be considered RCRA empty.

87. BTU value on CLIN 9906 should be stated for the fuel portion only.

This is not necessary in most cases for the Government to consider the items suitable for energy recovery.

88. Reference at Elmendorf TSDF was made to 40 hour trained individual but contract does not state this requirement. Personnel operating at a TSDF only need 24 hours of training per RCRA. Does their Part B permit required more?

No, and more than 24 hours is not required.

89. Many cylinders exist at Ft. Richardson, may include one time CLIN. The other option is to leave as is and those who visited know the quantity but normally the price will be determined based upon the quantity stated in the bid therefore the government will most likely pay more for these particular cylinders. We could discount the price for the base period then raise the price for option periods that reflect the quantities indicated.

The Bid Schedule has been revised accordingly.

The following additional corrections/changes are made to the solicitation:

- Reference to appropriate Section C clauses has been made at the beginning of Section B Compressed Gas Cylinder (CGC) CLINs.
- C.50 is revised as to 6615CH.
- C.54 is revised in its description of the required service.
- References to providing supplies and equipment are removed from C.77.
- References to an Air force unit are changed to COTR in C.83.
- References are corrected to CLIN 6601 in C.205.
- References are corrected to CLIN 6607 in C.206.
- Option periods corrected to eighteen (18) months in F.8
- L.28 is deleted.
- Offerors are notified that the small container definition in Attachment V will be corrected to be consistent with C.36 in any award resulting from this solicitation.

As a result of the above adjustments, the following pages are replaced with the enclosed revised versions: 6, 7, 13, 14, 18, 19, 25, 26, 30, 31, 37, 38, 49, 63, 64, 67, 69, 70, 71, 74, 75, 76, 77, 78, 79, 82, 83, 87, 90, 103, 135, 149, 154. Attachment XII is added.

The solicitation closing date of 01 Aug 00 is not extended. All offerors are required to acknowledge receipt of this amendment by complying with Block 11 of the SF 30, and including appropriate changed bid schedule pages with proposal submissions.

All other terms and conditions remain unchanged and in effect.